

EXHIBIT H

**FOURTH AMENDMENT TO SALES, MARKETING, AND OPERATING
AGREEMENT**

This Fourth Amendment to Sales, Marketing, and Operating Agreement ("Fourth Amendment") amends that certain Sales, Marketing, and Operating Agreement, as amended, ("Agreement"), initially entered into as of January 1, 2003, between Nutrition & Fitness, Inc. ("NFI") and Progressive Emu, Inc. ("PEI"), formerly known as Johnson Emu, Inc.

WHEREAS, the parties entered into the Agreement as of January 1, 2003, and subsequently amended the Agreement on January 1, 2004 with an agreement captioned "Amendment No. 1 to Sales, Marketing and Operating Agreement" ("First Amendment") and again on August 1, 2005 with an agreement captioned "Addendum to Sale, Marketing, and Operating Agreement" ("Second Amendment") and again on April 18, 2006 with an agreement captioned "Addendum to Sales, Marketing, and Operating Agreement" ("Third Amendment"); and

WHEREAS, the parties have negotiated the terms of this Fourth Amendment to modify the Agreement, to be effective March 11, 2008 (the "Effective Date");

NOW THEREFORE, in consideration of the foregoing and the mutual agreement of the parties, the parties further amend the Agreement as follows:

1. All capitalized terms used in this Fourth Amendment which are not defined herein have the same definitions given in the Agreement.
2. For each calendar year remaining in the Agreement, PEI shall sell standard emu oil to NFI at the following prices:
 - a. First fifteen (15) barrels: \$6,500 per barrel
 - b. Next ten (10) barrels: \$8,000 per barrel
 - c. All barrels over twenty-five (25): \$9,000 per barrel

Notwithstanding the foregoing, PEI shall continue to sell Ultra Clear Emu Oil to NFI at \$13,750 per barrel.

3. Except as provided by Section 1 of the First Amendment, PEI shall not market, sell or distribute emu oil or emu fat to any third party without the express consent of NFI. Notwithstanding the foregoing, in the event NFI determines in its reasonable discretion that it cannot or will not use emu oil or emu fat PEI has available for purchase, NFI shall notify PEI and PEI shall then be free to sell such excess emu oil or emu fat to a third party.

4. Section 2.4(b) of the Sales, Marketing, and Operating Agreement entered into as of January 1, 2003 is deleted. Section 6 of the Third Amendment is deleted. As of the effective date of this Fourth Amendment, NFI shall have no obligation to pay PEI a royalty for any product containing emu oil or emu fat other than Original Blue Emu (or any similar product replacing Original Blue Emu).

5. The term of the Agreement shall be extended for an additional five (5) years, that is, until December 31, 2015.

6. All other provisions of the Agreement remain unaltered and in full force and effect. Notwithstanding the foregoing, to the extent the terms of the Agreement and this Fourth Amendment conflict, this Fourth Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Amendment to the Agreement to be executed as of March 11, 2008.

NUTRITION & FITNESS, INC.

By: Larry Chriscoe

Name: LARRY CHRISCOE

Title: PRESIDENT/CEO

Date: MARCH 11, 2008

PROGRESSIVE EMU, INC.

By: Chris Binkley

Name: Chris Binkley

Title: PRESIDENT/CEO

Date: MARCH 11, 2008